

**From:** roycommi@yahoo.com@inetgw  
**To:** Microsoft ATR  
**Date:** 12/10/01 5:29pm  
**Subject:** Microsoft Settlement

Jason Kelly  
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Public Comment

Dear Sir or Madam:

I believe that any settlement that would have a chance of restoring competition to the computer industry would require at least the following:

- 1) All terms must be enforced by a non-Microsoft party with full access to all Microsoft resources, including source code. Microsoft cannot be trusted to voluntarily comply with any agreement.
- 2) All communication protocols used by all Microsoft products must be fully documented. Such documents must be made available to any and all parties for any reason. Microsoft is not allowed to change their protocols until 90 days after documentation of such changes are made available to any parties requesting them. This clause must include also file formats used in any Microsoft products. The documents must be made available for free at the Microsoft web site, not just in MSDN or through some other expensive service or licensing. The documentation must be released at least 60 days before the publication of the product, and also 60 days before the publication of any updates. Microsoft itself must follow the documentation and not make any unpublished private extensions on top of the published protocols. This clause must apply also to any security protocols or file-format encryptions. There might still be loopholes for protocols requiring patented or otherwise closed or proprietary third-party components. Microsoft should be forbidden of using such 3rd-party components to circumvent the requirements.
- 3) The previous term must also apply to all Microsoft APIs (Application Programming Interfaces).
- 4) Microsoft may not keep agreements secret. In particular, the terms of the current OEM agreements, currently protected as "trade secrets" must be disclosed.
- 5) Microsoft may not use agreements with Computer OEMs to restrict in any way the addition of other software to the computers, along with Microsoft products. In particular, OEMs are not to be prohibited from selling "dual-boot" systems, where the system can be booted into Windows or into some other operating system, such as Linux or a form of BSD or BeOS.
- 6) Microsoft may not use their licensing terms to stop users or developers from using Open Source software or Free Software.
- 7) Microsoft may not meddle in the legislative processes of Federal, State or local governments or bodies that make recommendations to them, with their work on UCITA being a prime model of behavior that is prohibited to them as a monopoly.

Sincerely,  
Jason Kelly

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